

stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from invoices due R.J. Reynolds Tobacco Company. However, R.J. Reynolds Tobacco Company may withhold payment from the retailer if the retailer fails to provide R.J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this agreement. In the case of an individual proprietorship, this sufficient correct information is his individual name and either his social security number or employer identification number for his sole proprietorship. In addition to the retailer's individual name, he may also provide his business name for the sole proprietorship, provided his individual name is listed before the business name. He may not furnish only the business name. With respect to partnerships, estates, trusts and similar entities, this information is the entity's or retailer's employer identification number as it appears on the partnership's Form 8501 (I.R.S. Form number). As soon as the applicable information is provided to and processed by R.J. Reynolds Tobacco Company, it will release any such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

The attached contract will remain in effect, unless and until terminated by either party upon 30 days written notice delivered to the other. In the event of failure of performance by the retailer, this contract may be terminated by R.J. Reynolds Tobacco Company forthwith and without notice.

This offer is extended pursuant to R.J. Reynolds Tobacco Company's general display plan, that, in the judgment of the Company, is made available on a proportionately equal terms to all competing retailers.

We/I the undersigned retailer and R.J. Reynolds Tobacco Company, by signing below, thereby agree, for the type plan and stores designated below, to the terms and conditions of the R.J. Reynolds Tobacco Company Universal Package Merchandising Display Plan, dated January 1, 1994.

Is your organization a corporation, government agency, or tax exempt? ☐ YES ☐ NO

If no, enter your name as shown on your Social Security Card and either your SSN or TIN number in the applicable space provided below:

Individual Name: \_\_\_\_\_  
 Individual Proprietorship: \_\_\_\_\_ or Partnership: \_\_\_\_\_  
 (Social Security Number) (Employer ID Number)

### LIST PLAN(S) SELECTED

Type	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
UPM	A	50	\$ 15000.-
UPM	—	—	\$ —
UPM	—	—	\$ —
TOTAL			\$ 15000.-

Store Name (Please Print) TOPS MARKETS INC RJR Account No. \_\_\_\_\_  
 Street Address 60 DINGENS ST RJR Territory No. \_\_\_\_\_  
 City/State BUFFALO NY Zip Code 14206  
 Call Classification \_\_\_\_\_ Branch (If Chain) \_\_\_\_\_  
 Date Contract Signed 11/1/93 Retailer's Signature John Devereaux  
1/1/94 Title: Area Trade Relations  
 Contract Effective Date R. J. REYNOLDS TOBACCO COMPANY  
 By: B. A. Cook

FUNCTION	CONTRACT TYPE	PLAN	UNITS	EFFECTIVE
Function				
A = ADD				
E = END				
D = DELETE				
C = CHANGE				

51860 3791

# R. J. REYNOLDS TOBACCO COMPANY PACKAGE DISPLAY PLAN FOR UNIVERSAL PACKAGE MERCHANDISING

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following display payment plan, effective January 1, 1994, for retailers who have a minimum of three checkstands, satisfy a minimum weekly cigarette volume requirement of 225 cartons, and utilize self-service universal package merchandising (UPM) method in checklane areas.

## GENERAL REQUIREMENTS FOR PARTICIPATION:

- RJR Universal Package Merchandiser(s) at active checklane.
- RJR promotional display affixed to top of each UPM.
- RJR advertising on UPM.

Payments will be made on a quarterly basis as follows. All payments shown per month.

Plan	Pack Capacity Per Display	1 Merchandiser @ most active checklane	1 Merchandiser @ active checklane	2 Merchandisers @ active checklane
1	90+	\$80	\$35	\$100
2	120+	\$100	\$50	\$100
	Plan Type	A	B	C

Cigarette volume will be determined by the average total weekly sales of all brands during the most recent three-month period.

Retailer may qualify for (1) merchandiser at the most active checklane, plus (1) or (2) merchandisers at other active checklanes.

## SPECIFIC REQUIREMENTS:

- Universal Package Merchandiser

For the purpose of this contract, a UPM is defined as a loose pack merchandiser, with a built-in promotional display which should have the ability to be shopped from several sides. The merchandiser must be adjacent to an actual active checklane(s) of a retail store.

- Promotional Display

The UPM will have a promotional display which is to be used for R.J. Reynolds Tobacco Company brands. Cigarettes on this display must be front facing on all selling sides.

- Advertising

The UPM will contain areas designated for RJR advertising. The RJR Representative will, on a periodic basis, change these promotional messages to coincide with the quarterly work plan.

## GENERAL REQUIREMENTS:

- Distribution of all RJR brands in all price tiers as required.
- Retailers will continuously maintain on the fixture and in the display an adequate quantity of designated brands carried by the retailer, as selected by R.J. Reynolds Tobacco Company. Displayed brands must be unobstructed and self-service to the customer.
- Brand selections will correspond to the riser card promotional messages which will be periodically changed at the discretion of R.J. Reynolds Tobacco Company.
- The retailer will not permit posters, shelf strips, decals, or other advertising, promotional, or informational materials, including those relating to the retailer's own products, to be affixed or appended to any part of the display fixture except those of R.J. Reynolds Tobacco Company which are a part of or relate to said display.
- Retailer will permit R.J. Reynolds Tobacco Company's Representative to make reasonable audits of performance and to inspect and rotate stocks of R.J. Reynolds Tobacco Company's products in stores under contract.
- Retailer agrees to provide RJR accurate and current velocity information, to include RJR volume per week, and total industry volume per week.
- Retailer will provide RJR equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR. However, R. J. Reynolds Tobacco Company may withhold payment from the retailer if the retailer fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this agreement. In the case of an individual proprietorship, this sufficient correct information is his individual name and either his social security number or employer identification number for his sole proprietorship. In addition to the retailer's individual name, he may also provide his business name for the sole proprietorship, provided his individual name is listed before the business name. He may not furnish only the business name. With respect to partnerships, estates, trusts and similar entities, this information is the entity's or retailer's employer identification number as it appears on the partnership's Form 8501 (I.R.S. Form number). As soon as the applicable information is provided to and processed by R. J. Reynolds Tobacco Company, it will release any such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

This offer is extended pursuant to RJR's general display plan. In the judgment of the Company, it is made available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

The undersigned retailer hereby affirms the understanding that only RJR approved non-self-service carton merchandisers apply pursuant to the terms and conditions of RJR's carton shelf plan and also affirms retailer's agreement that:

PAYMENT CALCULATION: \_\_\_\_\_ x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
Volume Category Total Rows Row Rate Monthly Payment

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in this contract or to utilize in any way merchandiser(s) furnished by RJR.

If you wish to accept this offer, please sign and date and return the original to your RJR Representative.

Is your organization a corporation, government agency, or tax exempt? ☐ YES ☐ NO

If no, enter your name as shown on your Social Security Card and either your SSN or TIN number in the applicable space provided below:

Individual Name: \_\_\_\_\_  
 Individual Proprietorship: \_\_\_\_\_ or Partnership: \_\_\_\_\_  
(Social Security Number) (Employer ID Number)

Store Name (Please Print) TOPS MARTS INC RJR Account No. \_\_\_\_\_

Street Address 60 DINGMAN ST RJR Territory No. \_\_\_\_\_

City/State BUFFALO NY Zip Code 14206

Call Classification \_\_\_\_\_ Branch (If Chain) \_\_\_\_\_

### LIST PLAN(S) SELECTED

Type	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
NSS2	<u>6</u>	<u>2</u>	\$ <u>798.-</u>
NSS2	<u>1</u>	<u>1</u>	\$ _____
NSS2	_____	_____	\$ _____

TOTAL \$ 798.-

11/1/93  
 Date Contract Signed

Retailer's Signature John D. Smith

Title: Dist. P. Fred. Relations

R. J. REYNOLDS TOBACCO COMPANY

1/1/94  
 Contract Effective Date

By: P. H. Cook

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FUNCTION	CONTRACT TYPE	PLAN	UNITS	EFFECTIVE
Function				
A = ADD				
E = END				
D = DELETE				
C = CHANGE				

## **R. J. REYNOLDS TOBACCO COMPANY NON-SELF-SERVICE CARTON SHELF PLAN NSS-2**

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Carton Shelf Plan, Effective January 1994, for all retail stores displaying cigarette cartons on non-self-service shelving approved by an RJR Representative. This shelf plan is available to all retailers selling 225+ cartons per week (CPW) primarily by the carton. Cigarette volume is determined by the average total weekly sales of all brands of cigarettes during the most recent three month period.

### **PLAN REQUIREMENTS:**

#### **PLAN E**

Retailer accepting the RJR Universal Package Merchandiser or other RJR approved display qualify for payment at the rate of \$1.25 per row.

#### **PLAN F**

Retailer accepting RJR signage enhancement without the RJR package display referred to in Plan E, qualify for payment at the rate of \$1.50 per row.

#### **PLAN G**

Retailer accepting RJR signage enhancement and an RJR approved package display qualify for payment at the rate of \$1.75 per row.

### **DEFINITIONS:**

- RJR signage enhancement is specially designed lighted signage and/or canopy sign with RJR selected brand point-of-sale.
- RJR package display is a general description of RJR package programs which are available to retailers with specific compliance requirements and payments. Payments associated with an approved RJR package program are separate and in addition to payments received under Plan E or G.

### **GENERAL REQUIREMENTS:**

- Distribution of all RJR brands in all price tiers as required.
- RJR brands will occupy a minimum of 40 rows, and a maximum of 120 rows per store for stores selling 500+ CPW\*.
- RJR cigarette brands must occupy a minimum of 50% of the top shelf, plus additional rows on the next shelf or shelves in a contiguous manner.
- RJR's space must be adequate to support sales as determined by an RJR Representative.
- The height of the top shelf cannot exceed 72 inches and must have a height capacity of seven cartons, lower shelves must have a height capacity of five cartons.
- RJR approved shelving must be in total view of the customer. Cartons may be merchandised either at point-of-purchase, separated from the consumer by a transparent material, or behind a counter or checkstand. Merchandiser(s) or shelving may not be placed more than 10 feet from the point-of-purchase.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be affixed or appended to the merchandiser(s) and/or retailer shelves and/or security equipment. RJR shall have exclusive rights to the advertising space above the merchandiser(s) and retailer shelves, although retailer may alternatively use said space for non-tobacco advertising.
- Only RJR advertising will be placed on or appended above its contracted space.
- RJR reserves the right to plan-o-gram, adjust and divide its allocated space as deemed necessary by the RJR Representative.
- Retailer agrees to maintain an adequate supply of RJR brands on display at all times.
- Retailer agrees to provide RJR accurate and current velocity information, to include RJR volume per week, and total industry volume per week.
- Retailer will provide RJR an equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Only one plan may be selected by any one retail store.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

\* Stores selling 225-499 CPW, maximum rows is 100 per store.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR. However, R. J. Reynolds Tobacco Company may withhold payment from the retailer if the retailer fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this agreement. In the case of an individual proprietorship, this sufficient correct information is his individual name and either his social security number or employer identification number for his sole proprietorship. In addition to the retailer's individual name, he may also provide his business name for the sole proprietorship, provided his individual name is listed before the business name. He may not furnish only the business name. With respect to partnerships, estates, trusts and similar entities, this information is the entity's or retailer's employer identification number as it appears on the partnership's Form 8501 (I.R.S. Form number). As soon as the applicable information is provided to and processed by R. J. Reynolds Tobacco Company, it will release any such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

This offer is extended pursuant to RJR's general display plan. In the judgment of the Company, it is made available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

The undersigned retailer hereby affirms the understanding that only RJR approved non-self-service carton merchandisers apply pursuant to the terms and conditions of RJR's carton shelf plan and also affirms retailer's agreement that:

PAYMENT CALCULATION: 0 x \$        = \$         
Volume Category      Total Rows      Row Rate      Monthly Payment

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the contract or to utilize in any way merchandiser(s) furnished by RJR.  
 If you wish to accept this offer, please sign and date and return the original to your RJR Representative.

Is your organization a corporation, government agency, or tax exempt? ☐ YES ☐ NO

If no, enter your name as shown on your Social Security Card and either your SSN or TIN number in the applicable space provided below:

Individual Name: \_\_\_\_\_  
 Individual Proprietorship: \_\_\_\_\_ or Partnership: \_\_\_\_\_  
(Social Security Number) (Employer ID Number)

Store Name (Please Print) TOPS MARKETS INC RJR Account No. \_\_\_\_\_  
 Street Address 60 DINGERS ST RJR Territory No. \_\_\_\_\_  
 City BUFFALO State NY Zip Code 14206  
 Call Classification \_\_\_\_\_ Branch (If Chain) \_\_\_\_\_

### LIST PLAN(S) SELECTED

Type	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
NSS1	<u>D</u>	<u>1</u>	\$ <u>144.-</u>
NSS1	<u>C</u>	<u>3</u>	\$ <u>297.-</u>
NSS1	_____	_____	\$ _____
<b>TOTAL</b>			\$ <u>441.-</u>

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11/1/93 Date Contract Signed  
11/1/94 Contract Effective Date  
 Retailer's Signature [Signature]  
 Title: Dist. Trade Relations  
 R. J. REYNOLDS TOBACCO COMPANY  
 By: B.A. Cook

FUNCTION	CONTRACT TYPE	PLAN	UNITS	EFFECTIVE
Function				
A = ADD				
E = END				
D = DELETE				
C = CHANGE				

**R. J. REYNOLDS TOBACCO COMPANY  
NON-SELF-SERVICE CARTON SHELF PLAN  
NSS-1**

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following Carton Shelf Plan, effective January 1, 1994, for retail stores displaying cigarette cartons on non-self-service shelving approved by an RJR Representative. This shelf plan is available to all retailers operating stores which sell cigarettes primarily by the carton.

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

**MONTHLY PAYMENT CALCULATION GRID**

VOLUME CATEGORY	CIGARETTE VOLUME	PAYMENT PER ROW PER MONTH	RJR MINIMUM PAID ROWS	RJR MAXIMUM PAID ROWS
C	225-499	\$ .50 per row	40 RJR rows	100 RJR rows
D	500+	\$1.00 per row	40 RJR rows	120 RJR rows

**GENERAL REQUIREMENTS:**

- Distribution of all RJR brands in all price tiers as required.
- Row definitions for RJR merchandisers and retail shelves:
  - 2-1/2' shelf = 8 rows
  - 3' shelf = 9 rows
  - 4' shelf = 12 rows
  - All retailer shelves compute 3 rows per horizontal linear foot.
- RJR cigarette brands must occupy a minimum of 50% of the top shelf, plus additional rows on the next lower shelf or shelves in a contiguous manner.
- RJR's space must be adequate to support sales as determined by an RJR Representative.
- The height of the top shelf must be a maximum of 72 inches.
- All designated top shelves must be stocked no less than 7 cartons high. Additional designated shelves for RJR cigarette brands must be stocked no less than 5 cartons high.
- RJR approved shelving must be in total view of the customer. Cartons may be merchandised either at point-of-purchase, separated from the consumer by a shield of transparent material, or behind a counter or checkstand. Merchandiser(s) or shelving may not be placed more than 10 feet from point-of-purchase.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that related to the retailer's own products, to be affixed or appended to the RJR merchandiser(s) or RJR contracted space. RJR shall have exclusive rights to advertising space above the qualifying merchandiser over its contracted space, although retailer may alternatively use said space for non-tobacco advertising.
- Only RJR advertising will be placed on or appended above its contracted space.
- RJR reserves the right to plan-o-gram, adjust, and divide its allocated space as deemed necessary by the RJR Representative.
- Retailer agrees to provide RJR accurate and current velocity information, to include RJR volume per week, and total industry volume per week.
- Retailer will provide RJR equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Retailer agrees to maintain an adequate supply of RJR brands on display at all times.
- Only one plan may be selected by any one retail store.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

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R. J. Reynolds Tobacco Company will make payments by check as soon as practicable. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR. However, R. J. Reynolds Tobacco Company may withhold payment from the retailer if the retailer fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to the retailer for any taxable year covered by this agreement. In the case of an individual proprietorship, this sufficient correct information is his individual name and either his social security number or employer identification number for his sole proprietorship. In addition to the retailer's individual name, he may also provide his business name for the sole proprietorship, provided his individual name is listed before the business name. He may not furnish only the business name. With respect to partnerships, estates, trusts and similar entities, this information is the entity's or retailer's employer identification number as it appears on the partnership's Form 8501 (I.R.S. Form number). As soon as the applicable information is provided to and processed by R. J. Reynolds Tobacco Company, it will release any such withheld payments to the retailer. This portion of the provision does not apply if the retailer is a corporation.

This offer is extended pursuant to RJR's general display plan. In the judgment of the Company, it is available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

The undersigned retailer hereby affirms the understanding that only RJR approved self-service carton merchandisers apply pursuant to the terms and conditions of RJR's carton shelf plan and also affirms retailer's agreement that:

PAYMENT CALCULATION: 2592 2.58 6480  
2 944 x \$ 2.10 = \$ 1982.40  
 Volume Category Total Rows Row Rate Monthly Payment

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in this contract or to utilize in any way merchandiser(s) furnished by RJR.

If you wish to accept this offer, please sign and date and return the original to your RJR Representative.

Is your organization a corporation, government agency, or tax exempt? ☐ YES ☐ NO  
 If no, enter your name as shown on your Social Security Card and either your SSN or TIN number in the applicable space provided below:

Individual Name: \_\_\_\_\_  
 Individual Proprietorship: \_\_\_\_\_ or Partnership: \_\_\_\_\_  
 (Social Security Number) (Employer ID Number)

Store Name (Please Print) Top's Market Inc RJR Account No. \_\_\_\_\_  
 Street Address 60 Dingess St RJR Territory No. \_\_\_\_\_  
 City BURKE State NY Zip Code 14208  
 Call Classification \_\_\_\_\_ Branch (If Chain) \_\_\_\_\_

#### LIST PLAN(S) SELECTED

Type	Plan	Number of Qualifying Stores	Total Quarterly Dollar Amount
SS1	<u>D</u>	<u>29</u>	\$ <u>19440.00</u>
SS1	<u>C</u>	<u>11</u>	\$ <u>5947.20</u>
SS1	—	—	\$ —
TOTAL			\$ <u>25387.20</u>

11/193  
 Date Contract Signed

1/1/94  
 Contract Effective Date

Retailer's Signature John Deemer

Title: Dir. Trade Relations

R. J. REYNOLDS TOBACCO COMPANY

By: B.G. Cook

FUNCTION	CONTRACT TYPE	PLAN	UNITS	EFFECTIVE
Function				
A = ADD				
E = END				
D = DELETE				
C = CHANGE				

**R. J. REYNOLDS TOBACCO COMPANY**  
**SELF-SERVICE 1 CARTON SHELF PLAN CONTRACT FOR**  
**R.J. REYNOLDS TOBACCO COMPANY's 6-SHELF, 7-SHELF and GONDOLA MERCHANDISERS**

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following shelf plans effective January 1, 1994, for all retail stores displaying cigarette cartons self-service, using merchandiser(s) approved by the RJR Representative. These shelf plans are available to all retailers operating stores which sell cigarettes primarily by the carton.

**MONTHLY PAYMENT PER STORE**

Cigarette volume will be determined by the average total weekly sales of all brands of cigarettes during the most recent three-month period.

**General Space Requirements:**

1. Top two shelves on merchandiser(s).
2. Lower shelf(s) in a contiguous manner as approved by an RJR Representative.

Monthly Payment Calculation Grid			
VOL. CAT.	CIGT. VOLUME	PER ROW PAYMENTS	RJR MAXIMUM PAID ROWS
B	225-299	\$0.50 Per Row	66 RJR Rows
C	300-499	\$2.10 Per Row	100 RJR Rows
D	500+	\$2.50 Per Row	120 RJR Rows

**RJR SPACE and ROW REQUIREMENTS BY MERCHANDISER TYPE:**

- **6 Shelf Merchandiser(s)**
  - In operating areas where RJR share of market is 30% or more, RJR's minimum space is the top two (2) shelves exclusively.
  - In operating areas where RJR share of market is less than 30%, RJR's minimum percentage of rows required is not less than RJR's share of market for the operating areas. In no instance will RJR's rows be less than 25% of the total rows available.
- **7 Shelf Merchandiser(s)**
  - In all operating areas, RJR's minimum space is the top two (2) shelves exclusively on all 7-shelf carton merchandiser(s) supplied by RJR.

**GENERAL REQUIREMENTS:**

- Distribution of all RJR brands in all price tiers as required.
- Row definitions for RJR merchandisers and retailer shelves:
  - 2-1/2' shelf = 8 rows
  - 3' shelf = 9 rows
  - 4' shelf = 12 rows
  - All other retailer shelves compute 3 rows per horizontal linear foot.
- All RJR rows must be in a forward facing position and occupy the entire depth of the shelf(s).
- All designated RJR top shelf rows must be stocked no less than seven cartons high. Additional designated RJR lower rows must be stocked no less than five cartons high.
- On all RJR approved merchandiser(s), the maximum height from the floor to the top carton on the merchandiser(s) is 80".
- RJR reserves the right to plan-o-gram, adjust and divide its allocated space as deemed necessary by the RJR Representative.
- Qualifying merchandiser(s) must have a minimum of four shelves and a maximum of seven shelves. Merchandiser(s) supplied by RJR may not be altered or modified in any way to change the configuration (capacity, height, width or depth), except by an authorized RJR Representative.
- The plan selected and capacity allocated for the display of RJR's products must not at any time be reduced from that capacity originally agreed upon at the time of contract signing.
- Retailer agrees to provide RJR accurate and current velocity information, to include RJR volume per week, and total industry volume per week.
- Retailer will provide RJR equal opportunity with its competitors, to place temporary displays and temporary price/promotion signage as requested by an RJR Representative.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be appended to the merchandiser(s) and/or security equipment. RJR shall have exclusive rights to the advertising space above the merchandiser(s) and retailer shelves, although retailer may alternatively use said space for non-tobacco advertising.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer agrees to maintain an adequate supply of RJR brands on display at all times.
- Only one plan may be selected by any retail store.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

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